

EXHIBIT 1

***UNREDACTED VERSION
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EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC,)
)
)
Plaintiff,)
)
)
vs.) Case No.
) 17-cv-00939-WHA
)
UBER TECHNOLOGIES, INC.;)
OTTOMOTTO, LLC; OTTO TRUCKING LLC,)
)
)
Defendants.)
_____)

HIGHLY CONFIDENTIAL - OUTSIDE COUNSEL'S EYES ONLY

VIDEOTAPED 30(b)(6) DEPOSITION of OTTO TRUCKING
by and through its Designated Representative
ADAM BENTLEY, ESQ.
San Francisco, California
Tuesday, August 22, 2017
Volume I

Reported by:
MARY J. GOFF
CSR No. 13427
Job No. 2684904B

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1 issuance. 03:21:33

2 And then I would work with outside counsel 03:21:34

3 to provide a written consent and provide it to the 03:21:35

4 managing members for their approval and signature. 03:21:40

5 Q So -- and it requires the majority of the 03:21:46

6 managing members to actually authorize a written 03:21:52

7 consent, right? 03:21:56

8 A Correct. 03:21:58

9 Q And that would -- because there's only two 03:21:58

10 managing members, that would require unanimity? 03:22:01

11 A Correct. 03:22:05

12 Q Have -- have there been any instance in 03:22:06

13 which only one of the two managing members has -- 03:22:07

14 has approved of a written consent and the report was 03:22:11

15 not actually executed? 03:22:16

16 A No. To my knowledge, the only written 03:22:19

17 consents that have been passed have been those that 03:22:23

18 have been signed by both managing members. I'm not 03:22:25

19 aware of any instance where one refused to sign the 03:22:28

20 other. 03:22:32

21 Q Under the corporate formation document of 03:22:34

22 Otto Trucking, there is an option under which one of 03:22:40

23 the managing members is -- well, let me ask it this 03:22:45

24 way: Under the corporate governance documents for 03:22:47

25 Otto Trucking, there is a way to divest a 03:22:51

1 duties. 03:26:56

2 Q (BY MR. JUDAH) Does Mr. Levandowski owe a 03:26:57

3 duty of loyalty to Otto Trucking? 03:26:59

4 MR. SCHUMAN: Same objections. 03:27:02

5 A And again, I don't have the LLC Agreement 03:27:05

6 in front of me, but my understanding is that duties 03:27:07

7 are generally disclaimed. 03:27:10

8 Q (BY MR. JUDAH) Is Mr. Levandowski 03:27:15

9 complying with all corporate duties he owes Otto 03:27:17

10 Trucking? 03:27:19

11 MR. SCHUMAN: Objection, beyond the scope. 03:27:21

12 And I'm also going to instruct you not to reveal any 03:27:22

13 attorney/client privileged communications. 03:27:26

14 A So as the notes indicate, the primary 03:27:29

15 activity -- 03:27:33

16 MS. EWINS: Object as to form. 03:27:35

17 A -- the primary matter that the managing 03:27:37

18 members have been -- have had to handle up to this 03:27:40

19 point have been equity issuances, of which there's 03:27:46

20 no more equity being issued. And both managing 03:27:49

21 members perform their duties in connection with that 03:27:54

22 item. 03:27:57

23 Q (BY MR. JUDAH) Has Mr. Levandowski 03:27:58

24 performed any corporate duties on behalf of Otto 03:27:59

25 Trucking since January 1, 2017? 03:28:02

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1 MR. SCHUMAN: Objection as to form. 03:28:09

2 A I'm not aware that there's been a written 03:28:13

3 consent since the 1st of the year of 2017. 03:28:16

4 Q (BY MR. JUDAH) And the written consent 03:28:21

5 would be the way any corporate action would -- would 03:28:25

6 take place? 03:28:29

7 A Yes. 03:28:30

8 Q So the same question with respect to Otto 03:28:32

9 Transport. 03:28:35

10 A I'm not aware of any corporate action 03:28:37

11 taken by Otto Transport. 03:28:40

12 Q Since January 1, 2017? 03:28:43

13 A Correct. 03:28:46

14 Q How about this -- going back to the 03:28:55

15 response for Topic 1, this Framework Agreement 03:28:56

16 between Otto Trucking and Uber, wasn't that some 03:29:00

17 sort of corporate action? 03:29:03

18 A So that was an action taken in connection 03:29:06

19 with the Merger Agreement. And in 2016, there was 03:29:07

20 already a broad approval by the managing members of 03:29:11

21 Otto Trucking to enter into the Merger Agreement and 03:29:14

22 other transactions or documents related thereto. 03:29:17

23 Q Did someone sign that Framework Agreement 03:29:21

24 on May 18, 2017? 03:29:24

25 A Yes. 03:29:27

1 Q Okay. So Otto Trucking has a license for 03:32:04
2 any in-house LiDAR developed by Ottomotto prior to 03:32:06
3 August 23, 2016? 03:32:10
4 A There is a License Agreement that we have 03:32:14
5 discussed which is in place between Ottomotto and 03:32:16
6 Otto Trucking. But because Otto Trucking has no 03:32:19
7 personnel and is not developing any technology, 03:32:22
8 that's not anything that's being utilized. 03:32:24
9 Q So -- so they have a license to it, but 03:32:31
10 your testimony is they aren't actually utilizing 03:32:33
11 anything -- anything under that license? 03:32:36
12 A Correct. Because there are no employees 03:32:38
13 or consultants at Otto Trucking, it's doing no 03:32:41
14 development work of any kind that would require 03:32:44
15 exploiting the license. 03:32:47
16 Q The -- the trucks that Otto Transport 03:32:49
17 owns, they run -- they use LiDAR, right? 03:32:54
18 A My understanding is they use off-the-shelf 03:32:59
19 commercially available LiDAR. 03:33:03
20 Q Who supplies that LiDAR? 03:33:05
21 A My understanding is those are Velodyne 03:33:07
22 LiDARs. 03:33:10
23 Q Have you received any compensation in 03:33:16
24 your -- your role as an officer of Otto Trucking? 03:33:20
25 MR. SCHUMAN: Objection, beyond the scope. 03:33:23

1 question was specific to the Otto Transport-owned 03:39:51
2 trucks, yes. 03:39:54
3 A Okay. 03:39:57
4 MR. SCHUMAN: Objection as to form; beyond 03:39:58
5 the scope. 03:39:58
6 A No, I'm not aware of any fully autonomous 03:40:02
7 operation of any of Otto Transport's trucks. 03:40:06
8 Q (BY MR. JUDAH) Does Otto Trucking have any 03:40:10
9 knowledge as to when the Otto Transport-owned trucks 03:40:12
10 will be commercially launched as autonomous 03:40:16
11 vehicles? 03:40:22
12 MR. SCHUMAN: Objection as to form; 03:40:23
13 objection, beyond the scope of the 30(b)(6) Notice. 03:40:25
14 A Otto Trucking does not have knowledge as 03:40:33
15 to when those trucks will be commercialized or 03:40:35
16 exactly when they would be able to have fully 03:40:38
17 autonomous capabilities. 03:40:40
18 Q (BY MR. JUDAH) How close is Otto Trucking 03:40:44
19 to having custom LiDAR that is ready to go to 03:40:47
20 market? 03:40:50
21 MR. SCHUMAN: Objection as to form. 03:40:53
22 A Otto Trucking is nowhere close to that 03:40:55
23 since it doesn't have any custom LiDAR program. 03:40:59
24 Q (BY MR. JUDAH) Well, what else does Otto 03:41:03
25 Trucking need to do to get its custom LiDAR ready to 03:41:04

1 go to market? 03:41:07

2 MR. SCHUMAN: Objection as to form. Can 03:41:08

3 you repeat -- can you read back the question, 03:41:10

4 please? 03:41:12

5 Q (BY MR. JUDAH) What else does Otto 03:41:13

6 Trucking need to do to get its custom LiDAR ready to 03:41:14

7 go to market? 03:41:17

8 A Otto Trucking does not have a custom LiDAR 03:41:19

9 program. 03:41:21

10 Q The LiDAR sensors that are on Otto 03:41:23

11 Trucking -- the LiDAR sensors that are on Otto 03:41:26

12 Transport's owned trucks, how much do they cost to 03:41:30

13 build? 03:41:34

14 MR. SCHUMAN: Objection, beyond the scope 03:41:34

15 of the 30(b)(6) Notice. Objection as to form. 03:41:35

16 A The LiDAR that are on the four Otto 03:41:40

17 Transport trucks are purchased. They are, to my 03:41:45

18 understanding, [REDACTED] commercially available 03:41:48

19 units. 03:41:51

20 Q (BY MR. JUDAH) And how much do they cost 03:41:51

21 to purchase? 03:41:53

22 A I do not -- 03:41:54

23 MR. SCHUMAN: Objection, beyond the scope 03:41:55

24 of the 30(b)(6) Notice. 03:41:56

25 A -- I don't know the cost of each of those 03:41:57

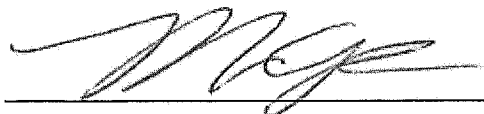
1 I, MARY J. GOFF, CSR No. 13427, Certified
2 Shorthand Reporter of the State of California,
3 certify;

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth, at
6 which time the witness declared under penalty of
7 perjury; that the testimony of the witness and all
8 objections made at the time of the examination were
9 recorded stenographically by me and were thereafter
10 transcribed under my direction and supervision; that
11 the foregoing is a full, true, and correct
12 transcript of my shorthand notes so taken and of the
13 testimony so given;

14 That before completion of the deposition,
15 review of the transcript () was (XX) was not
16 requested: () that the witness has failed or
17 refused to approve the transcript.

18 I further certify that I am not financially
19 interested in the action, and I am not a relative or
20 employee of any attorney of the parties, nor of any
21 of the parties.

22 I declare under penalty of perjury under the
23 laws of California that the foregoing is true and
24 correct, dated this 24th day of August 2017.

25 

MARY J. GOFF, CSR No. 13427